

GENERAL REGULATION

Hype UniTrento Winter Sports HACKATHON 2021 (HACKATHON)

1. Introduction

The University of Trento and Hype Foundation (hereafter the *Organizers*), together with Swiss Timing and EBU, intend to establish a *data challenge* (hereafter the **Hackathon**) a challenge for data analytics and fan engagement in alpine ski.

2. Goals of the Hackathon

The *Organizers* join the forces to create a **Hackathon** with the main goal of experimenting with new data-driven approaches and analyzing alpine ski data. The purpose is to promote the development of new innovative systems for fan engagement.

3. Recipients

1. The **Hackathon** is open to all persons aged 18 or over at the time of application (hereafter the *Participant(s)*).
2. The participation in the **Hackathon** is completely free of charge. However, it will be necessary to register via an online registration form available on the **Hackathon** official website (<https://www.hypesportsinnovation.com/Wintersports-Hackathon-UniTrento-2021>).
3. The participation in the **Hackathon** implies that each *Participant* will fully and unconditionally accept this *Regulation* and the release of consent for the processing of personal data.
4. The official language of the **Hackathon** is English.

4. The Hackathon

1. The final phase of the **Hackathon** (hereafter the *Event*) will start on the **8th June 2021** at 9AM UTC +01:00 and will last **36** hours. A virtual platform will be used to host the event from remote locations.
2. For any technical and logistical needs, the *Organizers* reserve the right to change the days, times and location of the **Hackathon**. Any changes will be notified via email to the *Participants*.
3. The *Organizers* will not be considered responsible for any event beyond their control, if the **Hackathon** will be subject to changes with respect to what was previously scheduled, shortened or cancelled.

4. The *Organizers* reserve the right to extend the duration of the **Hackathon** and to postpone any established date.

5. Participation at the Hackathon

1. A group of *Participants* competing together can form a *team* of *Participants* and they will work on the assignments within a *Project*. Each team must choose an identifying name of the same, which cannot correspond or refer to company names and / or registered trademarks and will be specified in the registration form. Furthermore, the names of the groups may not contain or be associated with expressions that incite violence, discrimination, obscenity and / or defamation, under penalty of exclusion of the group from the **Hackathon**.
2. The participation in the **Hackathon** does not determine any right to receive compensation, in any capacity. Furthermore, the *Organizers* are not required to bear and / or reimburse the expenses incurred by the *Participants*.

6. Eligibility

1. To qualify for the final event, each team must register using the appropriate online registration form available on the official **Hackathon** website (<https://www.hypesportsinnovation.com/Wintersports-Hackathon-UniTrento-2021>). The online registration form is available from the 13:00 am (CET) on the 8th of April 2021 to 23.59 pm (CET) on the 21th May 2021.
2. The number of *Participants* in a *team* can be from a minimum of 2 to a maximum of 4 people.
3. At the time of registration is required the indication of team composition, a motivational statement (max. 1000 characters space included) and the experience/“why” the team is taking part in the **Hackathon** (max. 1000 characters space included).
4. Based on the provided documentation, the *Organizers* will shortlist the participating teams by providing a rate to the *teams*:
 - **10 points maximal**: 4 for the experience/skill set + 3 for the group composition (gender balance) and 3 based on the motivational letter/statement.

The Organizers is sovereign and that it will not motivate their decisions.

7. Obligations and Responsibilities of the Participants

1. All *Participants* undertake to respect the principles of the **Hackathon** and expressly acknowledge that any action aimed at preventing the development of the *Project* by any other team is prohibited and punished with exclusion. The *Organizers* reserve the right to disqualify and exclude from the **Hackathon** any *Participant* and / or team that does not comply with the provisions of this regulation and those who, with fraudulent or unauthorized maneuvers, hinder and / or attempt to alter the correct functioning of the reward mechanism and, in any case, compromise the success of the **Hackathon**. *Participants* also undertake to observe these simple rules of conduct:

- a. respect the other *Participants*;
 - b. not to use expressions that incite violence, discrimination, obscenity and / or defamation;
 - c. avoid content that is offensive, defamatory, vulgar, which invades privacy or is contrary to current law and advertising content or which has a political / ideological and religious content;
 - d. not to violate copyrights, trademarks or other reserved rights;
 - e. comply with the privacy regulations.
 - f. accepting and signing a Non-Disclosure Agreement (NDA) with the **Hackathon** partners. The NDA will be collected by the organisers before the start of the **Hackathon**.
2. The *Participants* within a *team* are exclusively responsible for the content of their *Project*, therefore no responsibility will be attributable, by third parties, to the *Organizers*, with reference to the content of the *Project*. Each *Participant* undertakes, from now on, to indemnify and hold the Organizers harmless from any request, including for damages, that could be advanced, for any reason, in relation to the *Project*.

8. Limitation of Liability

1. The *Organizers* will not be held responsible for the non-receipt or for the incomplete receipt of the electronic registration, for any reason. The *Organizers* are not responsible if the registration data of a *Participant* is not received. In this regard, *Participants* are reminded that the internet network may be subject to technical difficulties that can cause slowdowns or make any connection impossible. The *Organizers* cannot be held responsible for any problems encountered in accessing the site and / or the online registration process as well as the virtual platform caused by the failure of the internet network, by maintenance work or by the malfunction of the **Hackathon** servers. Each *Participant* is exclusively responsible for their own internet access.
2. Each *Participant* undertakes to participate in the **Hackathon** at their own risk. During the **Hackathon**, each *Participant* is required to take all appropriate measures to safeguard their data and / or software stored in their computer equipment against any attack. The *Organizers* will not be held responsible in this regard, nor for any contamination by any computer virus or for the intrusion of third parties into the *Participant's* computer equipment.
3. The *Organizers* will not be held responsible for any damage caused to the *Participants*, their computer equipment and recorded data as well as for any consequence on their personal or professional activity in relation to the **Hackathon**.

9. Evaluation committee (jury)

1. The projects presented by the *Participating teams* will be evaluated by an evaluation committee (hereinafter, the *Jury*), made up of experts and professionals from the world of winter sports, broadcasting and data / video analytics.
2. Each member of the Jury will assign a score to each Project. After the score has been provided, the *Jury* will announce the winning *team* of the **Hackathon**.

3. The *Participants* are informed and expressly approve the fact that the *Jury* is sovereign and that it will not motivate their decisions. The *Participants* expressly agree, as of now, not to raise objections against the composition, of the decision-making process or of the decision taken by the *Jury*.

10. Prize

1. The winners of the **Hackathon** will be awarded a prize. The *Organizers* will provide all information about it at the start of the event. The distribution of the prize among the members of each winning *team* will be defined by the team itself. In accordance with art. 6 letter a) of the D.P.R. n. 430/2001 the **Hackathon** does not constitute a prize competition or operation and is excluded from the application of the relative discipline, as it concerns the presentation of projects or studies in the field of research with the awarding of prizes that represent the recognition of merit staff of the winners, as well as an encouragement in the interest of the community.
2. Any prize will be awarded to the winning *teams* and not to individual *Participants*. The distribution of any other prizes among the members of each team will be defined by the team itself.
3. Prizes might include: collaboration in the development of analytics support of the troupe at an event, vouchers to participate in events, money, equipment, etc.

11. Intellectual Property Rights

1. All names, trademarks and other distinctive signs mentioned or reproduced on the site dedicated to the **Hackathon** remain the sole and exclusive property of their authors and rights holders. The reproduction and / or representation of all or part of the elements relating to the **Hackathon** are strictly prohibited.
2. All data (including photographs and texts) made available to *Participants* by the *Organizers* during the **Hackathon** remain the exclusive property of those who provided them and will be subject to a non disclosure agreement. Each *Participant* undertakes to use such data so that they remain distinct and divisible by the *Project*.
3. The authorization granted to *Participants* to use the data provided by the *Organizers* is limited to the duration of the **Hackathon**. Any use of the data beyond the purpose of the **Hackathon** is subject to a prior, separate agreement, concluded between the owners of the intellectual property and the *Participants*.
4. Each *Participant* expressly declares that each prototype, idea, project or part of it presented as part of the **Hackathon** is original and does not infringe in any way, in whole or in part, the intellectual property rights of third parties: for this purpose each *Participant* undertakes as of now to indemnify the *Organizers* from any and all liability, liability, request for compensation for damages and / or compensation that may be advanced by third parties in this regard.
5. The *Organizers* recognize the intellectual property rights inherent in the concepts developed and / or the proposals presented by them to the teams and individual *Participants*.

6. Each *team* remains fully responsible for the protection of any innovative and / or original element of the *Project* from inappropriate uses (application for registration, submission of a patent application, etc.), through the means provided for this purpose by law, including the payment of any commission or costs incurred.
7. The *Participants* acknowledge that any communication, disclosure and / or publication of the *Projects* presented as part of the **Hackathon** and / or by means and communication media that may be used for the promotion of the **Hackathon** itself (even after its execution), will result in visibility to all *Participants* in the **Hackathon** and / or to the target community of the communication actions. The *Organizers* do not assume any responsibility in case of use and / or abuse of the idea or work and / or of any development and realization of the same and / or of the *Project* related to it by anyone who becomes aware of it, renouncing for the effect to make any claim for damages and / or compensation against the *Organizers* for any reason, reason and / or cause.

12. Authorization and use of the image

1. Each *Participant* agrees and authorizes the *Organizers*, without any compensation being due in this regard, to use their name, surname and any description of their *Project* for purposes relating to promotional campaigns, internal and external advertising relating to the **Hackathon** by any means, including but not limited to the **Hackathon** site or to any website the *Organizers*, through press releases and any other means of communication to the public, for an unlimited number of reproductions and distribution throughout the world.
2. By registering for the **Hackathon**, each *Participant* authorizes the *Organizers*, without any compensation being due in this regard, to acquire and record their own image and / or voice, by means of photos or videos or screen recordings, during the **Hackathon** and to copy, reproduce and distribute its image in all communication channels, in any way and by any means known or unknown to date, for an unlimited number of reproductions and for worldwide distribution.

13. IT security

1. *Participants* guarantee the security of the computer system used for the execution of the provisions of this regulation and for participation in the **Hackathon**, including the related transmission, reception, storage and electronic sharing of all the documentation exchanged on that occasion or subsequently, where applicable.
2. To this end, *Participants* undertake to comply with the following essential safety checks computer technology:
 - a. Appoint a contact person who is responsible for coordinating the management and protection of information and IT systems;
 - b. Identify and comply with national and current laws and / or regulations with relevance in terms of cyber security that are applicable to the activity in question;
 - c. Equip all devices used where applicable with protection software (antivirus, antimalware, etc.) regularly updated at the time of the **Hackathon**;
 - d. If necessary, provide that the passwords are different for each account;
 - e. Passwords shall have at least 8 characters and contain at least 3 of the following categories: uppercase, lowercase, numbers and special characters;

- f. Do not share personal users authorized to access, remotely or locally, with others subjects;
 - g. Be aware of cyber security risks;
 - h. The initial configuration of all systems and devices is carried out by expert personnel (referred to in point 1), who are responsible for their safe configuration;
 - i. Use encrypted network protocols (eg SSH, SSL) when using web applications with public network access or remote management of servers and network devices;
 - j. Use, in the specific case in which it is necessary for the *Challenge*, networks and systems protected from unauthorized access through specific tools (eg: firewall and other anti-intrusion devices / software);
 - k. Use all software in use (including firmware) updated to the latest version (main release) provided by the manufacturer;
 - l. The use of open source software is encouraged and in any case, *Participants* are responsible for the validity of the software licenses installed on their devices;
 - m. Report as quickly as possible that you have suffered a possible cyber attack by writing to the email address (andrea.zignoli@UniTrento.it)
3. All documents, accesses, information on the network and / or portions of code are subject to the intellectual property of the *Organizers* and not be disclosed in any way to third parties. In the event of partial or full non-fulfillment of even one of the obligations listed above, the *Organizers* will be entitled to full compensation for damages suffered as a result of the non-fulfillment.

14.

Privacy

1. Pursuant to Article 13 of Legislative Decree 196/2003 (the "Privacy Code"), the *Organizers*, as Data Controller, informs that the Participant's personal data indicated in the application form, including the address e-mail provided, will be used mainly in order to allow participation in the *Challenge*, as well as for the fulfillment of obligations under the law. The Data may also be used in the future to inform the Participant about other similar initiatives. The data will be processed using manual, IT and telematic tools.
2. As part of the purposes, the *Organizers* may communicate the personal data in their possession to employees, collaborators and third parties whose services they use for the purposes set out above or with whom they collaborate for the realization of the **Hackathon**.
3. The *Participant*, by sending a request to participate, also gives his / her consent to the communication by the *Organizers* of the data relating to each team (names and surnames of the members, team name, photos / videos of the team members during the *Event*, *Project* presented and materials produced by the team) both on the *Event* website and to the press.
4. The consent to the processing as described above is implicit in participation in the **Hackathon** and is understood to be given upon submission of the application form itself, being objectively necessary to allow participation in the *Event* and its implementation and promotion. Pursuant to art. 15 of the EU Reg., The interested party has the right to access the data being processed, including the right to receive a copy. These include the envisaged retention period or, if this is

not possible, the criteria used to define this period, as well as the guarantees applied in case of data transfer to third countries.

5. Where applicable, you also have the rights referred to in Articles. 16-21 of EU Reg. 2016/679 (Right of rectification, right to be forgotten, right to limitation of treatment, right to data portability, right of opposition), as well as the right of complaint to the Guarantor Authority.
6. The Participant undertakes to guarantee that the information and data that will come into its possession during the **Hackathon** provided by the *Organizers* will be kept strictly confidential and must not be, without the prior written consent of the *Organizers*, in any way used or disclosed for any purpose other than and for that strictly connected to the performance of the activity during the **Hackathon**.

15. Acceptance of the Hackathon Regulation

1. Registration, adhesion, and participation in the **Hackathon** imply the complete acceptance, without reservation, of this *Regulation* by the *Participants*.
2. These Regulations are available on the **Hackathon** website (<https://www.hypesportsinnovation.com/Wintersports-Hackathon-UniTrento-2021>).
3. These *Regulations* can be modified at any time by the *Organizers* and any such changes will be communicated on the site. In the event of a conflict between the regulation and its amendments, the latter will prevail. The amended regulation will enter into force once it is published on the site and each *Participant* will be deemed to have accepted the changes solely by virtue of their participation in the *Event*.
4. These *Regulations* govern the relationship between the *Organizers* and the *Participant* only and do not determine the birth of any rights for third parties.

16. Regulation validity

If, at any time, any provision of the *Regulation* should be or should become invalid, illegal or unenforceable in compliance with any law but could be or become valid, legal and enforceable if any part of such provision is deleted or modified, the provision in question will remain valid with such deletion or modification as necessary to make the provision valid, legal and enforceable.

17. Applicable law and dispute resolution

1. These *Regulations* are governed by **Italian** law.
2. All disputes that may arise in relation to this Agreement, including those relating to its validity, effectiveness, interpretation, execution and resolution, will be the exclusive competence of the **Court of Trento**.